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ARTICLES OF ORGANIZATION

The undersigned, with the intention of creating a Maryland Limited Liability Company files the following Articles of Organization:

(1) The name of the Limited Liability Company is:

Global Business Diplomacy LLC

(2) The purpose for which the Limited Liability Company is filed is as follows:

This LLC is international trade and investment advisory consultancy connecting, advising, facilitating, representing, and providing solutions for U.S. and foreign firms and organizations.

(3) The address of the Limited Liability Company in Maryland is:

7302 Broxburn Court, Bethesda, MD, 20817

(4) The Resident Agent of the Limited Liability Company in Maryland is:

Carmine G D'Aloisio

whose address is:

7302 Broxburn Court, Bethesda, MD, 20817

(5) Signature(s) of Authorized Person(s):

Susan Engle

(6) Signature(s) of Resident Agent(s):

Carmine G D'Aloisio

Carmine D'Aloisio

(7) Filing party's name and return address:

Susan Engle, 7031 Koll Center Parkway, Ste
100, Pleasanton, CA, 94566

I hereby consent to my designation in this document.

Operating Agreement of Global Business Diplomacy, LLC, a Maryland Single-Member LLC (Manager-Managed)

1. Preliminary Provisions

a. Effective Date

This operating agreement of Global Business Diplomacy, LLC, effective as of the date signed below, is adopted by the member whose signature appears at the end of this agreement.

b. Formation

This limited liability company (LLC) was formed by filing its articles of organization, certificate of organization, or certificate of formation with the Maryland Secretary of State or other LLC filings office.

The legal existence of this LLC commenced on the date of such filing. A copy of this organizational document will be placed in the LLC's records book.

c. Name

The formal name of this LLC is as stated above. However, this LLC may do business under a different name by complying with Maryland's fictitious or assumed business name statutes and procedures.

d. Registered Office and Registered Agent

The LLC may change its registered office and/or agent from time to time by filing a change of registered agent or office statement with the Maryland Secretary of State or other LLC filings office.

e. Business Purpose

The specific business purposes and activities of this LLC at the time of initial signing of this agreement consist of the following:

This LLC is international trade and investment advisory consultancy connecting, advising, facilitating, representing, and providing solutions for U.S. and foreign firms and organizations conducting global trade and investment business.

It is understood that the foregoing statement of powers shall not serve as a limitation on the powers or abilities of this LLC, which shall be permitted to engage in any and all lawful business activities. If this LLC intends to engage in business activities outside the state of its formation that require the qualification of the LLC in other states, it shall obtain such qualification before engaging in such out-of-state activities.

f. Duration of LLC

The duration of this LLC shall be perpetual. However, this LLC shall terminate when a proposal to dissolve the LLC is adopted by this LLC or when this LLC is otherwise terminated in accordance with law.

2. Management Provisions

a. Management by Manager(s)

This LLC will be managed by the manager(s) listed below.

Carmine D'Aloisio

b. Nonliability of Manager(s)

No manager of this LLC shall be personally liable for the expenses, debts, obligations, or liabilities of the LLC, or for claims made against it.

c. Authority and Votes of Manager(s)

Except as otherwise set forth in this agreement, the articles of organization, certificate of organization, or certificate of formation, or under the laws of this state, all management decisions relating to this LLC's business shall be made by its manager. If there is more than one manager of the LLC, management decisions shall be approved by a unanimous vote of the managers, with each manager entitled to cast one vote for or against any matter submitted to the managers for a decision.

d. Term of Manager(s)

A manager may be removed at any time by the member. In addition, each manager will cease to serve upon any of the following events:

- the manager becomes disabled, dies, retires, or otherwise withdraws from management, or
- the manager's term expires, if a term has been designated in other provisions of this agreement.

Upon the happening of any of these events, a new manager may be appointed to replace the departing manager by the member.

If there are no managers in place after a manager is removed or ceases to serve, the member shall be manager until a manager is duly appointed. If there are no managers in place and the member has died or become incapacitated or is unable to act as manager, the member designates Patricia Reilly as manager until the member or the member's successor is able to act.

e. Manager Commitment to LLC

Manager(s) shall devote their best efforts and energy to achieve the business objectives and financial goals of this LLC. By agreeing to serve as a manager for the LLC, the manager agrees not to work for another business or endeavor owned or operated by himself or herself or others, if such other work or efforts would compete with the LLC's business goals, mission, products, or services, or would diminish or impair the manager's ability to provide his or her best efforts to manage the business of this LLC.

f. Compensation of Manager(s)

No manager of this LLC is entitled to any fee for managing the operations of the LLC unless such compensation is approved by the LLC. Managers may work in other capacities for this LLC and may be compensated for performing such additional services, whether as officers, employees, independent contractors, or in other capacities as approved by the LLC.

g. Indemnification of Manager(s)

A manager shall be indemnified by the LLC for any debt, obligation, or other liability, including reasonable attorneys' fees, incurred in the course of the manager's activities or performance of duties on behalf of the LLC as long as the manager complied with the duties of loyalty and care when incurring the debt, obligation, or other liability. This provision does not in any way limit the indemnification the manager would be entitled to under applicable state law. The indemnification provided shall inure to the benefit of successors and assigns of any such manager.

3. Membership Provisions

a. Nonliability of Members

No member of this LLC shall be personally liable for the expenses, debts, obligations, or liabilities of the LLC or for claims made against it.

b. Reimbursement of Expenses

Members are entitled to reimbursement by the LLC for reasonable expenses incurred on behalf of the LLC, including expenses incurred in the formation, dissolution, and liquidation of the LLC.

c. Compensation

A member shall not be paid for performing any duties associated with membership, including management of the LLC. Members may be paid, however, for services rendered in any other capacity for the LLC, whether as an officer, employee, independent contractor, or otherwise, as approved by the LLC.

d. Membership Certificates

This LLC shall be authorized to obtain and issue certificates representing or certifying

membership interests in this LLC. Each certificate shall show the name of the LLC and the name of the member, and shall state that the person named is a member of the LLC. The certificate shall entitle the member to all the rights granted members of the LLC under the articles of organization, certificate of organization, or certificate of formation; this operating agreement; and provisions of law. Each membership certificate shall be consecutively numbered and shall include any additional information considered appropriate for inclusion on membership certificates.

The records book of this LLC shall contain a list of the names and addresses of all persons to whom certificates have been issued, show the date of issuance of each certificate, and record the date of all cancellations or transfers of membership certificates by members or the LLC.

e. Membership Action

Except as otherwise may be required by the articles of organization, certificate of organization, or certificate of formation; other provisions of this operating agreement; or under the laws of this state, any required or authorized action by the member on behalf of the LLC may be done by written consent or resolution but such written consent or resolution is not required to authorize action by the member.

f. Admission of New Members

One or more additional persons or entities may be admitted into membership in this LLC as determined by the member. If any new member or members are admitted, this operating agreement shall be amended as appropriate, and, if required, the articles of organization, certificate of organization, or certificate of formation shall also be amended.

Any assignment of an economic interest in the LLC shall not entitle the assignee to voting or management rights in this LLC, and the assignee shall not become a member of the LLC.

4. Tax and Financial Provisions

a. Tax Classification of LLC

This LLC shall be initially classified as a sole proprietorship (disregarded entity) for federal and, if applicable, state income tax purposes. It is understood that the LLC may change its tax treatment by signing, or authorizing the signing of, IRS Form 8832, *Entity Classification Election*, and filing it with the IRS and, if applicable, the state tax department within the prescribed time limits.

b. Tax Year and Accounting Method

The tax year of this LLC shall end on the last day of the month of December. The LLC shall use the cash method of accounting.

Both the tax year and the accounting period of the LLC may be changed if the LLC qualifies for such change, and may be effected by the filing of appropriate forms with the IRS and state tax

offices.

c. Title to Assets

All personal and real property of this LLC shall be held in the name of the LLC, not in the name of any individual member.

d. Bank Accounts

The LLC shall designate one or more banks or other institutions for the deposit of the funds of the LLC, and shall establish savings, checking, investment, and other such accounts as are reasonable and necessary for its business and investments.

The member and the manager shall have the authority, and the member may designate another person or persons with the authority, to deposit and withdraw funds of the LLC, and to direct the investment of funds from, into, and among such accounts. The funds of the LLC, however and wherever deposited or invested, shall not be commingled with the personal funds of the LLC member.

5. Capital Provisions

a. Capital Contributions

The member shall make the following contributions of cash, property, or services to the LLC, on or by specified dates, as shown next to the member's name below. The fair market values of items of property or services as agreed between the LLC and the contributing member are also shown below.

Name of member: Carmine D'Aloisio

Description of contribution:

The following services valued at \$110000: Consulting Services - 2,000 hours.

Total value of contribution: \$110,000.00

Contribution deadline: July 31, 2018

b. No Interest on Capital Contributions

No interest shall be paid on funds or property contributed as capital to this LLC, or on funds reflected in the capital account of the member.

c. Capital Account Bookkeeping

A capital account may be set up and maintained on the books of the LLC for the member. It shall reflect the member's capital contribution to the LLC, increased by any additional contributions

by the member and the member's share of profits in the LLC, decreased by any distributions to the member and the member's share of losses and expenses of the LLC, and adjusted as required in accordance with applicable provisions of the Internal Revenue Code and corresponding income tax regulations.

d. Additional Contributions

The member may contribute additional cash or other assets to the LLC in the member's sole discretion.

e. Allocations of Profits and Losses

Except as otherwise provided in the articles of organization, certificate of organization, or certificate of formation or this operating agreement, the profits and losses of the LLC, and all items of its income, gain, loss, deduction, and credit, shall be allocated to members in accordance with the member's capital interest in this LLC.

f. Allocation and Distribution of Cash

Cash from LLC business operations, as well as cash from a sale or other disposition of LLC capital assets, may be allocated and distributed from time to time as may be decided by the manager(s).

6. Dissolution Provisions

a. Events That Trigger Dissolution of the LLC

The following events shall trigger a dissolution of the LLC:

i. Expiration of LLC Term. The expiration of the term of existence of the LLC, if such term is specified in the articles of organization, certificate of organization, or certificate of formation or this operating agreement, shall cause the dissolution of this LLC.

ii. Written Agreement or Consent to Dissolve. The written agreement or consent of all members to dissolve the LLC shall cause a dissolution of this LLC.

iii. Entry of Decree. The entry of a decree of dissolution of the LLC under state law shall cause a dissolution of this LLC.

If the LLC is to dissolve according to any of the above provisions, the member(s) and, if applicable, manager(s), shall wind up the affairs of the LLC, and take other actions appropriate to complete a dissolution of the LLC in accordance with applicable provisions of state law.

b. Dissociation of a Member

The dissociation of a member, which means the death, incapacity, bankruptcy, retirement, resignation, or expulsion of a member, or any other event that terminates the continued

membership of a member, shall not cause a dissolution of this LLC. This LLC shall continue its existence and business following such dissociation of a member.

7. General Provisions

a. Officers

The LLC may designate one or more officers, such as a President, Vice President, Secretary, and Treasurer. Persons who fill these positions need not be members of the LLC. Such positions may be compensated or noncompensated according to the nature and extent of the services rendered for the LLC as a part of the duties of each office. Ministerial services only as a part of any officer position will normally not be compensated, such as the performance of officer duties specified in this agreement, but any officer may be reimbursed by the LLC for out-of-pocket expenses paid by the officer in carrying out the duties of his or her office.

b. Records

The LLC shall keep at its principal business address a copy of all proceedings of membership meetings and resolutions, as well as books of account of the LLC's financial transactions. A list of the names and addresses of the current membership of the LLC also shall be maintained at this address, with notations on any transfers of members' interests to nonmembers or persons being admitted into membership in the LLC.

Copies of the LLC's articles of organization, certificate of organization, or certificate of formation; a signed copy of this operating agreement; and the LLC's tax returns for the preceding three tax years shall be kept at the principal business address of the LLC. A statement also shall be kept at this address containing any of the following information that is applicable to this LLC:

- the amount of cash or a description and value of property contributed or agreed to be contributed as capital to the LLC by the member
- a schedule showing when any additional capital contributions are to be made to this LLC by the member
- a statement or schedule, if appropriate, showing the member's right to receive distributions representing a return of part or all of the member's capital contribution, and
- a description of events, or the date, when the legal existence of the LLC will terminate under provisions in the LLC's articles of organization, certificate of organization, or certificate of formation; or this operating agreement.

If one or more of the above items is included or listed in this operating agreement, it will be sufficient to keep a copy of this agreement at the principal business address of the LLC without having to prepare and keep a separate record of such item or items at this address.

c. All Necessary Acts

The members, officers, and managers, if any, of this LLC are authorized to perform all acts necessary to perfect the organization of this LLC and to carry out its business operations

expeditiously and efficiently as authorized by this agreement and by law. The LLC, or other officers, or its members, may certify to other businesses, financial institutions, or individuals as to the authority of one or more members, officers, or managers to transact specific items of business on behalf of the LLC.

d. Severability

If any provision of this agreement is determined by a court or arbitrator to be invalid, unenforceable, or otherwise ineffective, that provision shall be severed from the rest of this agreement, and the remaining provisions shall remain in effect and enforceable.

e. Entire Agreement

This operating agreement represents the entire agreement of this LLC, and it shall not be amended, modified, or replaced except by a written instrument executed by the undersigned member or his or her successor as well as any and all additional parties who became members of this LLC after the adoption of this agreement.

8. Signatures

a. Execution of Agreement

In witness whereof, the member of this LLC, and all managers on the date of execution of this agreement, sign and adopt this agreement as the Operating Agreement of this LLC and agree to abide by its terms. A person who is both member and manager of this LLC shall sign twice: once in the capacity as member of this LLC and once in the capacity of manager of this LLC.

Date: 7/19/2017
Signature: Carmine D'Aloisio
Name of member: Carmine D'Aloisio

Date: 7/19/2017
Signature: Carmine D'Aloisio
Name of manager: Carmine D'Aloisio

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

08/03/2021 CARMINE D'ALLOISIO Carmine D'Alloisio
